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BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION-II

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The General Manager (Ele.), Procurement, BESCOM, Corporate Office, 4th Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender for Availing Services of 22 Nos, Drivers for Transport Section, Rajajinagar Stores on contract basis for a period of Two Years. through **KPP portal (www.kppp.karnataka.gov.in).**

1. Indent No.	**BESCOM/2023-24/SE0083** (BESCOM/BCP-1479/2023-24)
2. Tender processing fee	Refer KPPP website www.kppp.karnataka.gov.in
3. Earnest Money Deposit	Refer EMD Clause in the tender Documents
4. Date of availability of Bids	**19.12.2023 to 02.01.2024 16:00 Hours**
5. Date of pre-bid meeting	**22.12.2023 @11:30 AM**
6. Due date for submission of Bids	**02.01.2024 up to 16:00 Hours**
7. Tender System	**Two Tender Document System**
8. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a) **03.01.2024 16:15 Hrs** b) ***Will be opened in KPP portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.***
9. Name of the service	**Availing services of 22 Nos. of Drivers on contract basis for a period of Two years.**
10. Amount Put to Tender	**Rs.155.45 Lakhs.**
11. Schedule of requirements	**The requirement schedule is intimated in the schedule of requirements and the successful bidder shall adhere to the requirements schedule.**
12. General Terms and Conditions	**Enclosed herewith**

13. List of drivers to be provided by the firm	**Enclosed herewith**
14. Price bid	The Bidder **shall quote only the Service Charges in percentage and should not be less than 5%** of Minimum Amount per annum for two years to be paid to the Drivers as per Minimum Wages Act of Karnataka including ESI, EPF & GST as brought out below in the calculation). **The Bidder should quote the Price bids in numerical numbers more than 5** and quoted service charges percentage should be inclusive of GST. **Note**: 1. If the Bidder quotes **less than the 5 %**, the bids will be treated **as Non-Responsive**. 2. If more than one Bidder quotes the same percentage of service charges. The bids of the Bidders will be evaluated based on their Annual Turnover.

Calculation of wages for the year 2023-24 for drivers:

Sl. No.	Particulars	Drivers
1	Remuneration (BASIC+VDA) per Month	15583.41
	Special Allowance in Rs.	7416.59
	Total	**23000.00**
2	**Employee Contribution Deduction**	
	a) PF Employee Contribution @ 12% on (BASIC+VDA)	1800.00
	b) ESI Employee Contribution @ 0.75% on Gross	Rs. 21,000/- limit Exceeds, no ESI Contribution
	c) P.T.	200.00
	Net take home remuneration =(1- (2a+2b+2c)	**21,000.00**
3	**Employer Contribution**	
	a) PF Employee Contribution @ 13% on (BASIC+VDA)	1950.00
	b) ESI Employee Contribution @ 3.25% on Gross	Rs. 21,000/- limit Exceeds, no ESI Contribution
	Sub Total= 3a+3b	1950.00
4	Total(1+3)	**24950.00**
5	Service Charges @ 5% on Sl.No.4	0.00
6	**Bill Before GST**	**24950.00**
7	GST @18% (CGST@9% + SGST@9%)	4491.00
8	**Total Billing Amount (per Month per Driver)**	**29441.00**

1.0 SCOPE OF THE CONTRACT:

The Scope of the contract will include the following:

a) Providing the services of 22 Nos. of Drivers on contract basis to BESCOM for a period of Two Years.

b) The drivers shall discharge the duties as per the instructions of the head of the office.

2.0 ISSUE OF TENDER DOCUMENTS:

Bidders can download the tender documents from KPP portal from **19.12.2023 to 02.01.2024 16:00 Hours onwards.**

Submission of tender documents:

All the Tender Documents shall be submitted through KPP Portal on or before Last date of bid submission as mentioned in KPP Portal.

Opening of Technical Bid:

The technical bids will be opened on **03.01.2024 16:15 Hrs** in the KPP Portal. Price bids of Techno Commercially responsive firms will be opened after completion of Techno Commercial evaluation.

3.0 PRICES :

The Rates shall be **FIRM price** basis only. However, when the minimum wages are increased the amount will be increased in proportion towards wages only.

The Rates for providing **services of 22 No's of Drivers on contract basis** be as per the "Minimum Wages" fixed in the latest Govt. Notification.

a) BESCOM reserves the right to accept/reject any/all Tender Tenders, without assigning any reason.

b) The bid shall be valid for **180 days** from the date of opening of the tenders.

c) If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

Sl. No.	Man Power	Nos.	Amount per annum to be paid to the Drivers as per Minimum wages Act of Karnataka including Extra Allowance, ESI, EPF & GST (in Rs.)	Amount per annum for two years to be paid to the Drivers as per Minimum wages Act of Karnataka including Extra Allowance, ESI, EPF & GST (in Rs.)
1	**Drivers**	**22**	**77,72,424.00**	**1,55,44,848.00**

4.0 General Conditions:

- Notwithstanding the above, if it is found that the performance vis-à-vis the Purchase Orders/Contract orders placed on the Bidder by any Purchaser, is either behind schedule or not satisfactory, **BESCOM** will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.
- Even though the Bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have,
  - Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.
  - Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
  - Participated in the previous Tender for the same services and had quoted unreasonably high tender prices and could not furnish rational justification.
- In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security, disqualify the offer of such Bidder and blacklist the firm.
- In the event of the information furnished by Bidder is found to be false during the execution stage, then the BESCOM at its liberty to cancel the Purchase Order/Contract Order other than forfeiting the Security Deposit against the Purchase Order/Contract Order and may blacklist the firm and recover the losses and levy liquidated damages.
- The Bidders shall offer full quantity and for the entire contract period of the tendered service. Tenders with offered quantities less than the tendered quantity will be liable for rejection.

- Quantities/Contract Period noted above are provisional and subject to change as per provisions of KTPP Act.
- **BESCOM** reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of **BESCOM** consequently.
- Conditional offers are liable for rejection.
- BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
- The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.
- Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
- **BESCOM** reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to **BESCOM.**
- **BESCOM** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.
- The Bidder shall have to be an entity registered in India in accordance with law.
- The Bid in the language as prescribed by BESCOM.
- The Bidder shall follow Indian laws regulations and standards.
- The Tender fee and the Bank Guarantee shall be in Indian Rupees only.
- Tendering by the agent shall not be accepted.
- All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.
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- After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.

- The Bidder shall note that the drivers have to work in office hours and to discharge duties as per the instructions of the concerned officer.
- The Bidder shall quote the wages and service charges separately.

- The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- The tender not submitted through KPP portal and also non-submission of Bid Security/EMD declaration is liable to be rejected.
- The Tenderer should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.
- Number of drivers required – 22 Nos.
- The successful bidder should offer driver for selection at the ratio of 1:2 and BESCOM will select them [i.e, twice the no. of drivers shall offered out of which required persons will be selected by BESCOM].
- The Contract is for a period of TWO years from the date of contract order. In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.
- **Requirement of Personnel with Qualification**:-

a) Minimum Qualification and knowledge required for Drivers

1. The Driver should have passed 7th standard examination as minimum qualification.
2. A driver should have valid license for heavy/light vehicle from RTO authority with 3 years experience.
3. The driver shall be able to work 24 hours.
4. Shall be physically fit and mentally sound.
5. Speaking in Kannada is a must.
6. Should be within the age group of 21 to 51 years.

b) **The normal working hour for the driver:**

1. General – 8.30 am to 6.30 pm.
2. And for extra hours 1/8th of the per day salary shall be paid on pro-rata basis for every hour on certification by the concerned officer.

c) **Remuneration:-**

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to

its staff. BESCOM will not be responsible for non-payment of remunerations to the driver's personnel under any circumstances.

- **Mode of payment:**
  1) The successful Bidder/Agency shall submit pre-receipted bill in triplicate with certification from the Officer in charge of the client for satisfactory completion of the work for payment of remuneration, of the drivers to the Central Stores, Rajajinagar, BESCOM and concerned Divisions of West Circle & East Circle before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.
  2) Before issuing the check to the agency, the head of the office of Central Stores, Rajajinagar, BESCOM and concerned Divisions of West Circle & East Circle should ensure that the Agency shall produce bank statement of Drivers, as proof for having paid the previous month salary and EPF to the individual employees of the said contract order.
  3) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order.
- All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.
  a) Minimum Wages Act, 1948.
  b) Payment of Wages Act, 1936.
  c) Contract Labour (Regulation and Abolition) Act, 1970.
  d) Employees PF and Miscellaneous Provision Act, 1952.
  e) Employees State Insurance Act, 1948.
  f) Workmen's Compensation Act.
  g) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.
- The payment shall be restricted to the number of driver services availed during that particular month as certified by the head of the office of Central Stores, Rajajinagar, BESCOM and concerned Divisions of West and East Circle.

- When the minimum wages are increased the amount will be increased in proportion towards wages.
- The Agency shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.
    1) Attested copy of challan consisting details of EPF/ESI and Service Tax paid during previous month to the respective Govt./Central authorities along with the Employees details.
    2) Copy of EPF paid in the formats such as 5A,10,12A and ESI paid in format 7
    3) Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
    4) Copy of Service Tax paid in the format ST-3 and TR-6.
    5) Each year during the month of December, Rs 3/-from each driver has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the contract agency side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, My sugar building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.
- **Dispute:**

  In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director, Corporate Office, BESCOM, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and in case of any dispute between the Contractor and the engaged driver, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

- **Risk and Cost Service**:

  In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the

expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four week's notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

5.0 Eligible Bidders:

5.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for availing of the services under this Invitation of Tenders.

5.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

The BESCOM requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of the contracts.

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract

to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

6.0 QUALIFYING REQUIREMENTS AND DOCUMENTS TO BE UPLOADED:

A.Technical Criteria:

1. The Bidder shall be a reputed manpower providing agency having valid registration certificate issued by Department of Labour, GOK for providing manpower services.

   Documents to the uploaded: The certificate of registration issued by GOK is to be uploaded.

2. The Bidder shall have a minimum of **3 years of experience** in providing Man power services.

   Documents to the uploaded: Purchase Order/ Order Completion Certificates in respect of experience of minimum 3 years in providing manpower services issued by the officer not below the rank of Executive Engineer/ DGM or equivalent officer of the concerned departments.

3. The Bidder should have obtained orders for having provided **at least 80% (18 Nos.)** of the tendered quantity of drivers for Light/Heavy Vehicles to reputed organizations like Banks, MNC's, Defence establishments PSUs, GOVT Organizations (State/ Central), Electrical Distribution/ Transmission Company, in any one of the last three years **(2019-20, 2020-21 & 2021-22)** as on the date of opening of the bid.

In respect of Micro and Small Enterprises: The Bidders should have obtained orders for having provided **at least 40% (9 Nos.)** of the tendered quantity of drivers for Light/Heavy Vehicles to reputed organizations like Banks, MNC's, Defence establishments PSUs, GOVT Organizations (State/ Central), Electrical Distribution/ Transmission Companies, in any one of the last 2 years (**2020-21 & 2021-22)** as on the date of bid opening.

Documents to the uploaded:

Purchase Order copies placed by like Banks, MNC's, Defence establishments PSUs, GOVT Organizations (State/ Central), Electrical Distribution/ Transmission Company shall be uploaded.

4. The Bidder should furnish the performance certificate issued by the officer not below the rank of Executive Engineer/DGM or equivalent officer of the concerned departments for having provided manpower services for at least 80% **(18 Nos.)** of the tendered quantity in any one of the last three years **(2019-20, 2020-21 & 2021-22)** and provided services for satisfactory operation for one year as on the date of bid opening.

   In respect of Micro and Small Enterprises: The Bidders should furnish the performance certificate issued by the officer not below the rank of Executive Engineer/DGM or equivalent officer of the concerned departments for having provided manpower services for at least 40% **(9 Nos.),** in any one of the last 2 years **(2020-21 & 2021-22)** and provided services for satisfactory operation for one year as on the date of bid opening.

   Documents to the uploaded:

   The performance certificates issued by the officer not below the rank of Executive Engineer/DGM or equivalent officer of the concerned departments shall be furnished, failing which the offer will be disqualified.

5. The Bidder shall have PF, ESI, Insurance, GST Certificate, Workmen Compensation Act and Factory Act Registration with the Competent Authority and proof of such Registration shall be enclosed along with the bid.

   Documents to the uploaded:

The following details shall be uploaded.

a) EPF Registration Number with date,
b) ESI Registration Number with date.
c) Bidders PAN Card Number.
d) GST registration Number with date, allotted by tax authorities. Valid Labour License issued by labour department and it should be in force, duly indicating the period of validity.

6. The Bidder shall be an assesse of Income Tax, a copy of latest IT returns shall be furnished.

Documents to the uploaded:

Latest IT returns shall be uploaded by the Bidder.

7. The Bidder must not have DEFAULTED in providing Services against Purchase Orders placed by any Electrical Utility /PSU/GOVT Departments. Self-declaration shall be uploaded by the Bidder.

Documents to the uploaded:

Self-Declaration by the Bidder in Rs.200/- Stamp paper duly notarised shall be uploaded.

8. The Bidder whose contracts have been **Terminated/Foreclosed/ Blacklisted**/ penalized by any organizations during the last Three years due to non-fulfilment of contractual obligations/deficiency in service are not eligible to participate in the tender. The tenderer should clearly specify and upload self-declaration letter in writing in the letterhead of the firm, stating that they do not fall under this category.

Documents **to the uploaded:**

Self-Declaration by the Bidder in Rs.200/- Stamp paper duly notarised shall be uploaded.

B. Financial Criteria:

9. The Average Annual Financial Turnover of the Bidder shall not be less than the amount put to tender during the last 3 preceding financial years i.e. **(2019-20, 2020-21 & 2021-22)**.

In respect of Micro and Small Enterprises Bidder should have the Average Annual Financial Turnover shall be not less than 50% of the amount put to tender in the last 2 preceding financial years i.e. **2020-21 & 2021-2022.**

Documents to the uploaded:

Certified copies of audited financial statements such as P&L statement, Balance sheets for **the FY 2019-20, 2020-21 & 2021-22.**

10. Any Bidder from a country **which shares a land with India** will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

Documents to the uploaded:

Registration certificate issued by the competent authority shall be uploaded.

11. A Certificate for having read the clauses is required to be submitted/uploaded by the tenderer separately in the following format:

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Documents to the uploaded: Self-Declaration by the Bidder in Rs.200/- Stamp paper duly notarised shall be uploaded.

Note: ***Even though the Bidders meet the above qualification criteria, they are subject to be disqualified,***

7.0 TWO TENDER DOCUMENT SYSTEM:

Tender should be in two parts namely Part-I: Techno Commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

A. Part-I : TECHNICAL BID

The Technical Documents shall be uploaded in KPP portal.

8.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

The following documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal by the participating Bidders.

I. Technical Criteria:		
Sl. No.	**Qualifying Requirements**	**Documents to be uploaded by the Bidder:**
1	The Bidder shall be a reputed manpower providing agency having valid registration certificate issued by Department of Labour, GOK for providing manpower services.	The certificate of registration issued by GOK is to be uploaded.
2	The Bidder shall have a minimum of **3 years of experience** in providing Man power services.	Purchase Order/ Order Completion Certificates in respect of experience of **minimum 3 years in providing manpower services issued** by the officer not below the rank of Executive Engineer/ DGM or equivalent officer of the concerned departments.
3	The Bidder should have obtained orders for having provided **at least 80% (18 Nos.)** of the tendered quantity of drivers for Light/Heavy Vehicles to reputed organizations like Banks, MNC's, Defence establishments PSUs, GOVT Organizations (State/ Central), Electrical Distribution/ Transmission Company, in any one **of the last three years** (**2019-20, 2020-21 & 2021-22)** as on the date of opening of the bid. In respect of Micro and Small Enterprises: The Bidders should have obtained orders for having provided **at least 40% (9 Nos.)** of the tendered quantity of drivers for Light/Heavy Vehicles to reputed organizations like Banks, MNC's, Defence establishments PSUs, GOVT Organizations (State/ Central), Electrical Distribution/ Transmission Companies, in any one of **the last 2 years** (**2020-21 & 2021-22)** as on the date of bid opening.	Purchase Order copies placed by like Banks, MNC's, Defence establishments PSUs, GOVT Organizations (State/ Central), Electrical Distribution/ Transmission Company shall be uploaded.
4	The Bidder should furnish the performance certificate issued by the officer not below the rank of Executive Engineer/DGM or equivalent officer of the concerned departments for having provided manpower services for at least 80% (**18 Nos**.) of the tendered quantity in any one of the last three years (**2019-20, 2020-21 & 2021-22)** and provided services for satisfactory operation for one	The performance certificates issued by the officer not below the rank of Executive Engineer/ DGM or equivalent officer of the concerned departments shall be furnished, failing which the offer will be disqualified.

	year as on the date of bid opening. In respect of Micro and Small Enterprises: The Bidders should furnish the performance certificate issued by the officer not below the rank of Executive Engineer/DGM or equivalent officer of the concerned departments for having provided manpower services for **at least 40% (9 Nos.),** in any one of the last 2 years **(2020-21 & 2021-22)** and provided services for satisfactory operation for one year as on the date of bid opening.	
5	The Bidder shall have PF, ESI, Insurance, GST Certificate, Workmen Compensation Act and Factory Act Registration with the Competent Authority and proof of such Registration shall be enclosed along with the bid.	The following details shall be uploaded. a) EPF Registration Number with date, b) ESI Registration Number with date. c) Bidders PAN Card Number. d) GST registration Number with date, allotted by tax authorities. Valid Labour License issued by labour department and it should be in force, duly indicating the period of validity.
6	The Bidder shall be an assesse of Income Tax, a copy of latest IT returns shall be furnished.	Latest IT returns shall be uploaded by the Bidder.
7	The Bidder must not have DEFAULTED in providing Services against Purchase Orders placed by any Electrical Utility /PSU/GOVT Departments. Self-declaration shall be uploaded by the Bidder.	Self-Declaration by the Bidder in Rs.200/- Stamp paper duly notarised shall be uploaded.
8	The Bidder whose contracts have been terminated/ foreclosed/ blacklisted/ penalized by any organizations during the last Three years due to non-fulfilment of contractual obligations/deficiency in service are not eligible to participate in the tender. The tenderer should clearly specify and upload self-declaration letter in writing in the letterhead of the firm, stating that they do not fall under this category.	Self-Declaration by the Bidder in Rs.200/- Stamp paper duly notarised shall be uploaded.

II. Financial Criteria:		
9	The Average Annual Financial Turnover of the Bidder shall not be less than the amount put to tender during the last 3 preceding financial years i.e. **(2019-20, 2020-21 & 2021-22).** In respect of Micro and Small Enterprises Bidder should have the Average Annual Financial Turnover shall be not less than **50%** of the amount put to tender in the last 2 preceding financial years i.e., **2020-21 & 2021-22.**	Certified copies of audited financial statements such as P&L statement, Balance sheets for the FY **(2019-20, 2020-21 & 2021-22).**
10	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded.
11	A certificate for having read the clauses is required to be submitted/uploaded by the tenderer separately in the following format: ***"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"***	Self-Declaration by the Bidder in Rs.200/- Stamp paper duly notarised shall be uploaded.

B. Part II: PRICE PROPOSALS

The Rates shall be firm and no variation allowed in the quoted rates. However, when the minimum wages are increased the amount will be increased in proportion towards wages only. The Rates for Providing services of 22 Nos of drivers on contract basis to Transport Section, BESCOM Stores, Rajajinagar, be as per the "Minimum Wages" fixed in the latest Govt. Notification.

9.0 COST OF BIDDING:

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

THE BIDDING DOCUMENTS

10.0 CONTENTS OF BIDDING DOCUMENT:

The Bidding Document is a compilation of the following Sections:

Section-I	**IFB**-Invitation For Bids
Section-II	**ITB**-Instructions To Bidders
Section-III	**GCC**-General Terms and Conditions of Contract
Section-IV	**SCC-** Special Conditions of Contract
Section- V	Schedule of Requirements
Section- VI	List of drivers to be provided by the firm
Section- VII	EMD Declaration format & Annexures
Section- VIII	Techno-commercial sheets

11.0 UNDERSTANDING OF BID DOCUMENTS:

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

12.0 CLARIFICATIONS ON BID DOCUMENTS:

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to BESCOM. The BESCOM, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After

receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify BESCOM in writing. BESCOM will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than seven (7) days prior to the deadline for submission of bids prescribed by BESCOM.

Verbal clarification and information given by BESCOM or his employee(s) or his representative(s) shall not in any way be binding on BESCOM.

13.0 AMENDMENT TO BIDDING DOCUMENT:

a. At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
b. The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.
c. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.
d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

14.0 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as

accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

DOCUMENTS COMPRISING THE BID

a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.
b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.
c. SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.
d. The EMD shall be uploaded/furnished in accordance with the EMD clause 15.0 of ITB.

15.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

15.1 The Bidder shall pay total EMD amount of **Rs.1,56,000/-** through KPPP portal.

a. EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption.
b. Tenders without accompanying the EMD will be rejected. No correspondence will be entertained in this regard. EMD is payable irrespective of any other permanent or other EMD already paid by the Bidder for any other purpose. Postal Orders or Cheques will not be accepted. Any request for adjustment of amount due from BESCOM towards the EMD will not be entertained.
c. The earnest money deposit is required to protect the purchase against the risk of tenderer's conduct which would warrant the Security's forfeiture.

d. The Earnest Money so deposited will be liable for forfeiture: If the successful Bidder fails to deposit the security deposit within 15 days of formal intimation by BESCOM.

e. Earnest money deposited by unsuccessful Tenderers will be returned as soon as possible after the tender has been finalized.

f. EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

g. The deposit towards EMD as above shall not carry any interest.

h. Permanent EMD will not be considered.

II. The Bidders will be suspended/barred for participating in future tenders called by BESCOM and blacklisted for a period of one year from the date of default:

i. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form.

ii. In case of a successful Bidder, if the Bidder fails to sign the Contract;

iii. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

iv. If the Bidder does not accept the arithmetical correction of its Bid Price.

15.2 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)
e) Online Transfer

16.0 PERIOD OF VALIDITY OF BIDS:

a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

b. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

17.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

18.0 PRICES:

The Rates shall be FIRM price basis only. However, when the minimum wages are increased the amount will be increased in proportion towards wages only.

19.0 COST AND CURRENCY:

The Bidder **shall quote only the Service Charges in percentage and should not be less than 5%** of Minimum Amount per annum for two years to be paid to the Drivers as per Minimum Wages Act of Karnataka including ESI, EPF & GST as brought out below in the calculation). **The Bidder should quote the Price bids in numerical numbers more than 5 and quoted service charges percentage should be inclusive of GST.**

Note:

1. If the Bidder quotes **less than the 5 %**, the bids will be treated **as Non-Responsive**.

2. If more than one Bidder quotes the same percentage of service charges. The bids of the Bidders will be evaluated based on their Annual Turnover.

The Other particulars include the following and are constant:

1. **Basic+VDA**- The Basic+VDA shall be quoted taking into consideration of the notification No. KAE 20 LMW 2017 dated: 30.12.2017 published in Gazette of Karnataka with effect from 01.03.2018, the minimum wages and VDA from **01.04.2023 to 31.03.2024** payable to the drivers i.e. Minimum rates of wages payable per month per driver in Zone-I is **which shall not be less than Rs. 15583.41(Basic+VDA)**
2. **EPF/month @ 13% - As per Government Orders.**
3. **ESI/month @ 3.25% - As per Government Orders (**Rs. 21,000/- limit exceeds, no ESI Contribution)
4. **Service Charges- shall be quoted.**
5. **GST/month @ 18%- As per Government Orders.**

20.0 TAXES AND DUTIES:

The Bidders have to quote **only the Service Charges in percentage and should not be less than 5%** and quoted service charges percentage should be inclusive of GST and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.
ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.
iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM. Any new taxes will have to be borne by successful Bidder.
iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier.

D. SUBMISSION OF BIDS:

21.0 FORMAT OF BID:

a. The bids shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPP mode and non-uploading of EMD/Bid security Declaration** will be **treated as disqualified.**
b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the**

documentary evidences/supports electronically would result in outright rejection of their offers.

22.0 DEADLINE FOR SUBMISSION OF BIDS:

a. Bids must be **uploaded in the KPP portal on or before due date for bid submission.**

b. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS:

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

24.0 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids BESCOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

25.0 LATE BIDS :

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION:

26.0 OPENING OF BIDS:

BESCOM will open the technical bids submitted through KPP portal on the date notified.

27.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in KPP platform will be evaluated on the basis of Techno-Commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be

opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

28.0 PRELIMINARY EXAMINATION:

The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished.

28.1 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

28.2 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

28.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security. Warranty, Force Majeure, Limitation of liability, Applicable law, and GST, Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

28.4 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

29.0 OPENING OF PRICE BID:

The price bids of all the technically responsive Bidders will be opened. The date and time of opening of the price bid shall be intimated to all qualified Bidders through KPP portal.

30.0 EVALUATION/COMPARISON OF PRICE BIDS:

a. After opening the price bids, price evaluation will be done based on the percentage quoted by the Bidders in the KPP portal. Such price shall include GST and all other applicable taxes **for providing services of 22 Nos. of Drivers for a period of two years as per the "Minimum Wages" fixed in the latest Govt. Notification**.

b. The Contract order will be placed on the successful Bidder, whose quoted percentage is least quoted among the Technical responsive bids at the approved rates in accordance with provisions of KTPP act & its amendments.

31.0 CONTACTING THE COMPANY:

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/or his employees/representatives on matters related to the bids under consideration. BESCOM, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

32.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF CONTRACT ORDER :

33.0 AWARD CRITERIA:

The General Manager (Ele.,), Procurement, BESCOM will place the Contract Order on the successful Bidder whose bid has been determined to be substantially Techno-Commercially responsive and has been determined as the lowest evaluated bid in accordance with provisions of KTPP Act and its amendments at a approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

34.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

35.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

36.0 NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity and extended validity period, if any, BESCOM will notify the successful Bidder in writing by registered letter or e-mail, to be confirmed in writing by registered letter that its bid has been accepted.

37.0 EFFECT AND JURISDICTION FOR CONTRACT:

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

38.0 TERMINATION FOR DEFAULT:

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Contractor/Agency fails to provide the drivers within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Contractor/Agency fails to perform any other obligation(s) under the Contract.

39.0 LOCATION OF PROVDING SERVICES:

This Tender is being floated by the Corporate Office, BESCOM, the services being availed through this Tender shall be provided by the successful Bidder at various locations of the BESCOM furnished along with the Contract Order.

40.0 For any enquiries/held with respect to the tender floated in the KPP portal the details are as follows:

Supports Timings: (9.00 am to 9.00 pm)

help desk at 8046010000 +91-8068948777

support@eprochelpdesk.com.

General Manager (Ele)
Procurement, BESCOM.